Peter M. Frank, Senior Staff Attorney
Legal Services of the Hudson Valley
101 Hurley Avenue
Kingston, New York 12401
(845) 331-9373 x 503
Attorneys for the Debtor

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

--x

In re:

LISA M. JACOBS,

Debtor.

--x

Chapter 13

Case No. 15-35482(CGM)

NOTICE OF MOTION BY ORDER TO SHOW TO HOLD JPMORGAN CHASE BANK, NATIONAL ASSOCIATION IN CONTEMPT OF THIS COURT'S LOSS MITIGATION ORDER DATED MAY 6, 2015 AND TO SANCTION JPMORGAN CHASE BANK NATIONAL ASSOCIATION

S I R S:

PLEASE TAKE NOTICE that pursuant to Fed. R. Bank. P 9011 and 9013, 28 U.S.C. 1927, 11 U.S.C. 105(a), and Local Rule 9077-1(a), the undersigned, being the attorneys for the above referenced Debtor, will move for the entry of an order holding JPMorgan Chase Bank National Association (the "Secured Creditor") in contempt of the Loss Mitigation Order entered in this case on May 6, 2015, and for sanctions against the Secured Creditor and for such other and further relief as to the Court may seem just and proper in the above named Court located at 355 Main Street, Poughkeepsie, New York 12601, on the **2nd day of February 2016 at 9:30AM**, or as soon thereafter as counsel can be

Dated: January 13, 2016
Kingston, New York

Peter M. Frank, Senior Staff Attorney (F-5439)
Legal Services of the Hudson Valley
Attorneys for the Debtor
101 Hurley Avenue
Kingston, NY 12401
(845)331-9373 x 503

By: *S/Peter M. Frank*

Peter M. Frank Esq.

Peter M. Frank, Senior Staff Attorney
Legal Services of the Hudson Valley
101 Hurley Avenue
Kingston, New York 12401
(845) 331-9373 x 503
Attorneys for the Debtor

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

--x

In re:

LISA M. JACOBS,

Debtor.

--x

Chapter 13

Case No. 15-35482(CGM)

DEBTOR'S MOTION BY ORDER TO SHOW TO HOLD JPMORGAN CHASE BANK, NATIONAL ASSOCIATION IN CONTEMPT OF THIS COURT'S LOSS MITIGATION ORDER DATED MAY 6, 2015 AND TO SANCTION JPMORGAN CHASE BANK NATIONAL ASSOCIATION

COME NOW THE ABOVE-NAMED DEBTOR/MOVANT, by and through her attorney of record and moves this Court to issue an order pursuant to Fed. R. Bank. P 9011 and 9013, 28 U.S.C. 1927, 11 U.S.C. 105(a), and Local Rule 9077-1(a), holding JPMorgan Chase Bank National Association (the "Secured Creditor") in contempt of the Loss Mitigation Order entered in this case on May 6, 2015, and for sanctions against the Secured Creditor pursuant to General Order M-413 and 11 U.S.C, 105(a), and for such other and further relief as to the Court may seem just and proper, and in support thereof, shows the Court as follows:

VENUE AND JURISDICTION

1. Jurisdiction is conferred on this Court pursuant to the provisions of Section 1334 of Title 28 of the United States Code in that this proceeding arises in and is related to the above-captioned Chapter 13 case under Title 11 and concerns property of the Debtor in that case.

2. This Court has both personal and subject matter jurisdiction to hear this case pursuant to Section 1334 of Title 28 of the United States Code and Section 157(b)(2) of Title 28 of the United States Code.

3. This matter is primarily a core proceeding and therefore the Bankruptcy Court has jurisdiction to enter a final order. Nevertheless, in the event that this case is determined to be a non-core proceeding, then and in that event the Debtor

consents to the entry of a final order by the Bankruptcy Judge.

4. Venue lies in this District pursuant to Section 1391(b) of Title 28 of the United States Code.

BACKGROUND

5. The Chapter 13 case of Lisa M. Jacobs (the "Debtor") was commenced by the filing of a voluntary petition with the Clerk of this Court on March 20, 2013.

6. A Loss Mitigation Request was filed by the Debtor on April 13, 2015 in regard to the first mortgage loan on the Debtor's primary residence located at 12 Jason Court, Lake Katrine, NY 12449 (the "Premises") issued by JPMorgan Chase Bank National Association, successor in interest by purchase from Federal Deposit Insurance Corporation of Washington Mutual Bank F/K/A Washington Mutual Bank, FA, Secured Creditor (the "Residential Mortgage").

7. Pursuant to the Loss Mitigation Program Procedures, the parties have had notice and an opportunity to object.

8. On May 6, 2015, this Court entered the Loss Mitigation Order, which directed the Secured Creditor to participate in the Loss Mitigation Program Procedures (the "Loss Mitigation Order"). [Docket # 13]

9. The Secured Creditor was served with the Loss Mitigation Order on May 7, 2015. The Secured Creditor did not object to the entry of the Loss Mitigation Order. The Secured Creditor filed its Loss Mitigation Affidavit on May 19, 2015 in accordance with the Loss Mitigation Order. On June 3, 2015, the Debtor filed a Loss Mitigation Affidavit reporting that she had submitted a completed application for mortgage modification on June 3, 2015 (Docket #20). The Secured Creditor submitted a Status Report on June 17, 2015, stating that it had received the completed application and was reviewing it. On July 8, 2015, the Secured Creditor reported that, after review, it had denied the Debtor's application and advised the Debtor that:

> "It is strongly recommended that if Debtor's counsel determines that any of the inputs provided in the decision letter are in error that the Debtor appeal as indicated in the decision letter." (Docket #23)

10. On July 9, 2015, the Debtor submitted a Status Letter in response to the Secured Creditor's July 8, 2015 Status Letter which stated in pertinent part "requesting that he (Secured Creditor Attorney Robert Griswold) provide the Debtor with the "inputs used to reach that decision" by Chase, so we [the

Debtor] could evaluate the decision. We also require the framework or guidelines applied to those inputs to properly determine if Chase evaluated the Debtors' application in good faith and in accordance with the applicable HAMP or other modification program(s)."

I also reported to the Court in that Status Letter that the Debtor had run her own internal HAMP waterfall, and her calculations confirmed that the Debtor was eligible for a modification under HAMP guidelines. (Docket #24)

11. A Loss Mitigation Hearing was held before the Court on July 15, 2015 and adjourned to August 25, 2015. The Court recommended that the parties have a conference call to clear up any confusion as to the basis for the Secured Creditor's denial. The call was to take place the week of July 18, 2015.

12. On July 17, 2015, the Secured Creditor followed up with a Status Report letter stating in principal part that Mr. Griswold had requested clarification from the Secured Creditor and that:

"Chase responded to my (Mr. Griswold's) inquiry almost immediately, clarifying that the decision letter initially sent out was in fact the correct letter and was complete. The inputs were not included because they were not used in the decision. This modification was denied because the Debtor, Lisa M. Jacobs is not a party to the note. Therefore, in order for a modification to be done in her name, there would need to be an assumption. This loan does not qualify for a modification under the LAMP program because an assumption cannot be completed if a loan is not current. I provided a detailed clarification on July 9, 2015 explaining this."

"I do not believe that the representation that there was a denial that was rescinded and then re-issued is in any way accurate. Rather, there was a request for a clarification about the content of the denial letter that was clarified in a timely fashion." (Docket #26)

13. On July 27, 2015, the telephone conference between the Debtor and the Secured Creditor took place.

14. On August 21, 2015, the Debtor filed a Status Report Letter (Docket #27). I reported to the Court, among other things, as follows:

"During the telephone conference the Debtor learned that the investor holding her mortgage and note is Freddie Mac, and that Chase denied the Debtor's application on the basis of an in-house program called LAMP, the so called "Loan Assumption Mortgage Program."

"According to Chase, they have "full settlement authority through the investor", and, on the basis of LAMP, the Debtor could not be evaluated for a loan modification because, while her former husband, Patrick Jacobs, is on the note and mortgage, she is "on the mortgage and not on the note."

"I responded on behalf of the Debtor that the Debtor was divorced from Patrick Jacobs, that Mr. Jacobs had signed and I had sent to Chase a copy of the Quit Claim Deed transferring ownership of the residence that is the subject of this Loss Mitigation from their joint names to Ms. Jacobs name alone, and that I had sent Chase the Judgment and Decree of Divorce in regard to the dissolution of the Debtor's marriage, all of which was acknowledge by Chase during the telephone conference."

"It is a basic principle in bankruptcy that a "claim" includes a debt secured by the Debtor's home, even if the Debtor has no personal liability on the note.

"I suggested that: (1) the Garn-St Germain Depository Institutions Act, 12 U.S.C. Section 1701j-3 *et seq* (1982), especially at 12 U.S.C. Section 1701j-3(d); (2) HAMP Guidelines (Section 1.2); and (3) Freddie Mac's own regulations found at Chapter C65.2 *et seq*, required Chase to evaluate the Debtor for an affordable mortgage modification. Thus, the Regulation found in Freddie Mac's Bulletin 2009-10, provides, *inter alia*, that:

> "Unless … a Borrower or co-Borrower are divorced, all parties who signed the original loan documents … must execute any required Program documents, including the Trial Period Plan and the Modification Agreement. If a Borrower and a co-Borrower are divorced and the property has been transferred to one spouse in the divorce decree, the spouse who no longer has an interest in the property is not required to execute any required Program documents."

"I also directed Chase and its counsel's attention to the Bureau of Consumer Financial Protection, 12 CFR Part 1026 "Successor in Interest" provisions as well as to the holding in *In Re Smith*, 469 B.R. 198 (S.D. N.Y. 2012)."

15. A Loss Mitigation Hearing was held before the Court on August 25, 2015 and adjourned to October 20, 2015. The Court ordered the Secured Creditor to respond to the Debtor's August 21, 2015 Letter (Docket #27) and to brief the issues "within 21 days."

16. On October 14, 2015, the Secured Creditor submitted a Status Report letter as Docket #32. Mr. Griswold reported that he had failed to submit the Court Ordered brief and reported instead that the Debtor's modification:

"… was previously denied for failure of the Debtor to qualify under the LAMP program. The Court instructed counsel for Chase to draft a brief on the issue of why the Debtor is ineligible to be considered for a modification on the merits. Chase has agreed to review the loan for a modification on the merits, and has indicated that a decision on the merits will be provided by the upcoming hearing." Docket #32.

17. A Loss Mitigation Hearing was held before the Court on October 20, 2015 and adjourned to December 2, 2015. The Court ordered the Secured Creditor to appear at the next scheduled Loss Mitigation Hearing.

18. The Secured Creditor submitted a Status Report Letter (Docket #34) on October 29, 2015. The Letter included a letter from the Secured Creditor and stated in relevant part that:

"As indicated in my status letter on October 14, 2015, Chase agreed to reach a decision on the merits. Please note that this is a decision made by Chase on the merits of the case and is not based on a decision by Freddie Mac as a result of the LAMP issue. Freddie Mac was not directly involved in the decision on this file, which was reached by Chase.

Based on Chase's willingness to reach a decision on the merits, I ask that any appearance by Freddie Mac be waived at the adjourned hearing on December 2, 2015, as they were not directly involved in the decision-making process on this modification."

19. The Secured Creditor submitted a Status Report Letter (Docket #36) on October 30, 2015. The Letter included a letter from the Secured Creditor and stated in relevant part that:

"As a further follow up from my letter from yesterday, the decision letter was provided to me by Chase in advance of the previous hearing, as indicated in my status report on October 14, 2015. It was inadvertently not provided to appearing counsel prior to the hearing date. This is my error, not Chase's. As I indicated in my previous status report dated October 29, 2015, Chase has come to a decision on the merits, the results of which have been clearly laid out in the decision letter. The decision has been provided to both the Court and to M.r Frank. … Chase has made a concerted effort to comply with the court's direction on this matter and reach a decision on the merits." A copy of Chase's decision letter is attached hereto as Exhibit "A" (the "Chase Decision Letter").

20. The Debtor responded to the Secured Creditor's October 29 and 30 Status Reports and the Decision letter on November 9, 2015, a copy of which letter is attached hereto as Exhibit "B" (the "Debtor's November 2015 Status Report Letter"). The Debtor's November 2015 Status Report Letter reviewed the Chase Decision Letter and the facts outlined above and concluded that both Chase's denials of the Debtor's applications and the underlying reasons for those denial were wrong and that the denials were in bad faith because:

(1) The Debtor was divorced from her former husband who was on the Note and Mortgage and, as part of the Court Ordered Settlement;

(2) The former husband had transferred his interest in the Premises to the Debtor by quit claim deed;

(3) Both HAMP, New York Law, and Freddie Mac Regulations permitted if not required Chase and Freddie Mac to offer the Debtor an affordable modification to save the Premises; and

(4) Therefore, Chase should not have denied the Debtor on that basis.

(5) The Debtor's Freddie Mac Waterfall is correct and Chase's is incorrect. Chase never responded to the Debtor's critic of its Decision Letter calculations, Chase never carried out a full 480 month amortization, did not offer "principal forbearance", both as permitted by Freddie Mac HAMP requirements, and Chase never provided the Debtor with any evidence to counter the Debtor's Freddie Mac HAMP calculations and Waterfall;

(6) Chase did not deal in good faith with the Debtor because Chase neither asked the Debtor for verification of additional income from her parents, who had submitted support letters for the Debtor, to see if they would have increased their support (they would have), nor did Chase do anything else to attempt to have the Debtor qualified for an affordable mortgage modification.

21. A Loss Mitigation Conference was held on December 3, 2015, at which Conference the Secured Creditor's attorney, Robert Griswold advised the Court and the Debtor that the Secured Creditor was getting ready to make the Debtor an offer to modify her mortgage, and based on this representation, the Court marked the Debtor's June 3, 2015 loan modification documents "not stale", and adjourned the Conference to January 5, 2015.

22. At the Loss Mitigation Status Conference held on January 5, 2015, the Secured Creditor's attorney advised the Court that Chase had "waived the LAMP requirement", and had agreed to consider a new application of the Debtor for an affordable mortgage modification upon submission of an updated request for mortgage modification application. The attorney for the Debtor advised the Court that the Debtor had received a letter dated December 22, 2015 from Bayview Loan Servicing, a copy of which is attached hereto as Exhibit "C" (the "Bayview Letter"), advising the Debtor that the Residential Mortgage for her Premises had been transferred from Chase to "U.S. Bank

National Association, as trustee, in trust for the benefit of the Holders of JPB4b REMIC Trust 2015-4."

23. The Court adjourned the Loss Mitigation Status Conference to February 2, 2015 and requested the Debtor to submit this Order to Show Cause.

MEMORANDUM OF LAW

24. The Loss Mitigation Program Procedures of the Southern District of New York Bankruptcy Court permit the imposition of sanctions if a party fails to negotiate in good faith. Decision of the Hon. Chief Judge Cecilia G. Morris, In re Bambi, Case No. 11-36861, dated May 9, 2013; Decision of the Hon. Chief Judge Cecilia G. Morris, In re Hosking, Case No. 14-35174, dated April 20, 2015; Mickle v Morin, 297 F.3d 114, 125 (2d Cir 2002); 11 U.S.C 105(a); Fed R. Bank. P. 9020.

25. As the Court can see from the facts set forth herein and on the Docket in this case, the Secured Creditor has (a) neither communicated accurately with the Court nor with the Debtor and her counsel, (b) nor has the Secured Creditor ever properly evaluated the Debtor's June 3, 2015 request for an affordable mortgage modification, (c) nor has the Secured Creditor shared basic information including the parameters that the Debtor must meet in order to be considered for a modification, (d) nor has the Secured Creditor fully and truthfully disclosed who is making the decisions regarding the Debtor's application. Finally, based on the Bayview Letter dated December 22, 2015, notifying the Debtor that her Residential Mortgage loan had been transferred to another creditor, the Secured Creditor has directly violated this Court's Loss Mitigation Order.

RELIEF REQUESTED

WHEREFORE, the Debtor prays that this Court:

26. Issue the proposed Order to Show Cause and require that a "high ranking official" of JPMorgan Chase Bank National Association appear in person on February 2, 2016 at 9:30AM to explain why they have not complied with this Court's Loss Mitigation Order.

27. Hold JPMorgan Chase Bank National Association in contempt of the Loss Mitigation Order for their failure to participate in good faith in the Loss Mitigation proceedings in this case pursuant to General Order M-413 and 11 U.S.C. 105(a), and sanction JPMorgan Chase Bank National Association in an amount sufficient to deter future misconduct; and

28. Award the Debtor's counsel fees and costs incurred through the duration of this process; and

29. Grant the Debtor such other and further relief as to the Court may seem just and proper.

Dated: Kingston, New York
January 13, 2016

Peter M. Frank, Senior Staff Attorney (F-5439)
Legal Services of the Hudson Valley
Attorneys for the Debtor
101 Hurley Avenue
Kingston, NY 12401
(845)331-9373 x 503

By: *S/Peter M. Frank*

Peter M. Frank Esq.

EXHIBIT A

CHASE

Chase
7301 Baymeadows Way
Jacksonville, FL 32256

October 15, 2015

Lisa Jacobs
12 Jason Ct
Lake Katherine, NY 12449
Account Number xxxxxx1410

Dear Ms. Jacobs,

Chase has reviewed in detail all of the financial documents and other information submitted on your file. After an extensive review of the financial documents provided it was determined based on the Home Affordable Modification Program (HAMP) and Investor requirements, we are unable to verify sufficient income to support a modification.

Below is a breakdown history of the application for modification and file review.

You signed and dated the Request for Modification Application (RMA) on May 27, 2015 which reflected the following financial information to be used to determine the qualifying payment-
Wages $2,673.13, Child Support $1,250.00 and *Contribution $1,000.00 Totaling $4,923.13

However, the verified amounts were as follows:
Verified Gross Wages were $2,767.72
- Paystub dated 5/22/2015

Verified Child Support $1,250.00
- State Documents 5/19/2015

Total $4,017.72

Chase has many programs to assist Homeowners with retention options. The following information was used to determine if you were eligible.

Income	Property expense	Loan Details- as of 08/24/2015
Wages $4,017.72 *31% $1,245.49 *Principle, Interest, Taxes and Insurance	Taxes $560.23 Hazard Insurance (HOA) $145.08 Total $705.31 *31% $1,245.49 -Taxes & Haz $705.31 Remainder for P&I $540.17 *Principle, Interest, Taxes and Insurance	Unpaid Principle Balance (UPB) $255,000.00 Capitalization $146,640.07 Total $401,640.07 2% at 360 months *$1484.54 P&I Difference of ($944.37) *Principle and Interest

CHASE

Modification terms have been calculated using the unpaid principle balance of $255,000.00 plus interest $91,105.24 plus escrow $51,037.49 and recoverable fees $4,497.34 for a total required of $401,640.07 at 2% for 360 months, the payment would be $1484.54 plus the taxes and insurance of $705.31 for a total of $2,189.85. That payment exceeds the maximum affordable payment by $944.36.

*Additional income disclosed of $1000 was not included due to lack of documentation to support the amount. If the amount was included, the total income would be $5,017.72 at 31% equals $1,555.49. This amount less the taxes and insurance would leave $850.18 for principle and interest. This amount exceeds the maximum affordable payment by $634.36.

Respectfully,

Ty Smith
Mortgage Banking Mediation Manager
Chase National Mediations

CC
Stiene & Associates
187 East Main Street
Huntington, NY 11743

EXHIBIT B

Legal Services
of the Hudson Valley
Protecting Rights Promoting Justice
www.lshv.org

WESTCHESTER
90 Maple Avenue
White Plains, NY 10601
914-949-1305
914-949-6213 Fax

30 South Broadway
Yonkers, NY 10701
914-376-3757
914-376-8739 Fax

100 East First Street
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Mount Vernon, NY 10550
914-813-6880
914-813-6890 Fax

One Park Place
Suite 303
Peekskill, NY 10566
914-402-2192
914-402-5185 Fax

DUTCHESS
331 Main Street
2nd Floor, Suite 200
Poughkeepsie, NY 12601
845-471-0058
845-471-0244 Fax

ULSTER
101 Hurley Avenue
Suite 3
Kingston, NY 12401
845-331-9373
845-331-4813 Fax

ORANGE/SULLIVAN
One Corwin Court
Suite 102
Newburgh, NY 12550
845-569-9110
845-569-9120 Fax

ROCKLAND
7A Perlman Drive
Spring Valley, NY 10977
845-476-3831
845--352-0832 Fax

November 9, 2015

Hon. Cecelia G. Morris
Chief Judge, United States Bankruptcy Court
for the Southern District of New York
355 Main Street, 2nd Floor
Poughkeepsie, New York 12601

Re: Debtor: Lisa M Jacobs
Chapter 13 Case No. 15-35482 (cgm)
Loss Mitigation Hearing Date: 12/2/15 9:30AM

Dear Chief Judge Morris:

We are the attorneys for the above named Chapter 13 Debtor in the above referenced case. I am writing to the Court further to my Status Report letter dated August 21, 2015, and in response to: (1) the undated Status Report letter of Robert W. Griswold Esq., attorney for JPMorgan Chase Bank, N.A. ("Chase"), the secured creditor for the Debtor's residence, docketed in this Case on October 29, 2015 (the "Griswold Undated Letter"), and (2) Mr. Griswold's October 30, 2015 Status Report letter to the Court (the "October 30 Letter").

Mr. Griswold previously filed an undated Status Report with this Court which was docketed on October 14, 2015, wherein he advised the Court that "a decision on the merits will be provided by the upcoming hearing." The Loss Mitigation Hearing was held on October 20, 2015, but Mr. Griswold was represented by Ms. Lori Gilmore Morris Esq., and no "decision" was provided either to the Court nor to the Debtor nor to me.

As the Court learned in Mr. Griswold's October 30 Letter, Mr. Griswold did have the "decision letter" of Chase dated October 15, 2015, but it "was inadvertently not provided to appearing counsel…" (the "Chase Letter")

Now comes Mr. Griswold with his Undated Letter to the Court with Chase's Letter attached informing the Debtor that, **"based on the Home Affordable Modification Program (HAMP) and Investor requirements"** (emphasis

LSC America's Partner For Equal Justice

supplied), Chase "was unable to verify sufficient income to support a modification."

Mr. Griswold notes in his Undated Letter that "this decision made by Chase is on the merits of the case and is not based on a decision of Freddie Mac as a result of the LAMP issue." Mr. Griswold, on the basis of this "note", requests that the appearance of Freddie Mac be waived at the December 2, 2015 Loss Mitigation Conference. Because, according to Mr. Griswold "Chase has made a concerted effort to comply with the Court's direction ...", and because he will be appearing for his client, he requests that Chase's appearance also be waived at the December 2, 2015 Loss Mitigation Conference.

As I previously reported to the Court, the Debtor submitted a completed loss mitigation application on June 3, 2015. The Debtor is and has been divorced from her former husband Patrick Jacobs for some time. He does not live in the residence and there is a Judgment and Decree of Divorce and property settlement on file in Ulster County. Nevertheless, Chase previously denied the Debtor a modification based on the fact that she was not on the note even though Chase had received both a quit claim deed transferring ownership of the residence from their joint names to the Debtor as well as the above described documents.

Chase is wrong on both bases for denial of the Debtor's application for an affordable mortgage to save her home and the home of her children.

Chase's analysis is flawed and incomplete for the following reasons:

a) Chase used 360 months to amortize the repayment of unpaid principal as the term of any possible modification for the Debtor instead of the HAMP required 480 months.
b) It appears that Chase represents that it evaluated the Debtor's application under HAMP, but Chase did not, as HAMP requires, consider "principal forbearance" as the final step in the Waterfall analysis.
c) It appears that Chase did not "gross up" child support the Debtor receives to 125%, also as HAMP requires, in order to properly calculate the income coming into the Debtor's household; and
d) Neither Chase nor Mr. Griswold ever contacted me or the Debtor to "verify" or to obtain verification of the household contribution income the Debtor receives monthly from her parents, which she could easily have

done, and which then would have been properly included in its analysis.

I wish to remind the Court that the Debtor had previously supplied Chase and the Court with her own internal HAMP waterfall, and, by the Debtor's calculations, the Debtor is eligible for a modification under HAMP guidelines. I am attaching a new HAMP Waterfall calculation confirming that the Debtor is eligible for an affordable modification of the mortgage on her residence if Chase followed HAMP Guidelines. Also attached is a narrative analysis taken from the Guidelines of how to do the Waterfall calculation abstracted from the HAMP Guidelines, both as Exhibit "1" hereto.

It is important to remember that the additional household income that Chase states it could not verify are funds contributed to the Debtor by her parents. The amount of that contribution was calculated based on the HAMP waterfall calculation prepared by the Debtor with the assistance of her HAMP certified Housing Counselor.

For all of the above reasons, and, specifically, because Chase itself states that its decision was "based on the Home Affordable Modification Program (HAMP) and Investor requirements," the Debtor respectfully requests that Chase, the Secured Creditor, and Freddie Mac, the Investor, both appear with Mr. Griswold on December 2, 2015.

This letter will constitute the Debtor's Loss Mitigation Status Report.

Respectfully submitted,

s/ Peter M. Frank

Peter M. Frank, Senior Staff Attorney

cc: Robert W. Griswold Esq.
Stiene & Associates PC
187 East Main Street
Huntington, NY 11743
Fax: 631-935-1223

EXHIBIT 1

HAMP WATERFALL

Requires Input

START

P&I

Gross Monthly Income	5,200.00	
Current PITIA Monthly Payment		
Principal / Interest	1,179.69	
Taxes	600.00	+
Insurance	97.00	+
Association Fee		+
Current Monthly PITIA Pmt	1,876.69	=
Remaining Term on Loan(mos)	300	
Capitalize the Arrearage		
Current Principal Balance	255,000.00	
Eligible Arrearages	146,640.07	+
Actual Prin.Balance or UPB	401,640.07	=

Target 31% Front End DTI

31% of Gross Monthly Income	1,612.00	Target PITIA
Subtract TIA	915.00	TARGET PI PAYMENT

Interest Rate That Meets Target PI Payment	-2.8616%

If Interest Rate is Less Than 2.00%, then go to next Step

Next Step if Interest Rate is Less Than 2%

Increase Term Up To 480 months to Reach Target PI Payment

Rate	2.00%
Current Term	300
Target PI Payment	915.00
UPB	401,640.07

Term Needed to Reach Target PI Payment 790 **months**

If Term is Greater Than 480 Months, Go To Next Step

Forbear Principal - up to 30% Maximum (Using 2% and 40 Year Term)

30% of Unpaid Principal Balance - Max	120,492.02	
Principal Balance Need to Reach Target PI Payment	$302,154.07	a
Current Unpaid Principal Balance (UPB)	401,640.07	b
Forbearance Needed to Reach Target PI Payment	99,486.00	a - b
Is Needed Forbearance Less Than 30% Maximum	YES	

CHECK MODIFICATION FOR BALLOON

NEW PRINCIPAL BALANCE	200,000.00	inputs
NEW P&I PAYMENT	620.00	
NEW TERM (months)	400	
NEW INTEREST RATE	2.00%	

TOTAL PRINCIPAL PAID BY NEW PAYMENT AT END OF TERM	**$180,902.81**
UNPAID PRINCIPAL BALANCE	**200,000.00**
BALLOON	**19,097.19**

THERE IS A BALLOON!!!

HAMP WATERFALL

1a Determine Gross Monthly Income

1b Determine Current Monthly PITIA
Principal Payment
Interest
Taxes
Insurance
Association Fee Pmt

2 Capitalize the Arrearage
Current Principal Amount
Add Eligible Arrearages
Equals Actual Principal or UPB(Unpaid Principal Balance)

3 Target 31% Front End DTI
Front End DTI = PITIA
Calculate 31% of gross monthly income
Subtract current total for taxes, insurance and association fees
Total is the **target PI payment**

4 Reduce the Interest Rate
Use mortgage calculator and reduce interest rate in amortization calculation until:
*- Meet the 31% target or
*- Hit the floor of 2%

If reducing the rate to 2% does not bring get you to the target PI payment, go to step 5.

5 Start at the 2% rate and the current term
Increase the term until you reach the target PI payment or 40 years
If reducing the rate to 2% and increasing the term to 40 years does not meet the target PI payment, goto step 6

6 Forbear Principal - this is optional and even when applied wil not usually exceed 30% of the debt
Calcuate and record 30% of principal balance as this is the limit
Calculate payment on 30% forebearance to see if you can reach the target PI payment
Then decrease principal balance until you either reach the target PI payment or exceed 30 % of the principal
If you cannot reach target PI pmt in less than 30% forebearance, chances are you are not eligible for HAMP

EXHIBIT C

BAYVIEW LOAN SERVICING

Bayview Loan Servicing, LLC
4425 Ponce de Leon Blvd, 5th Floor
Coral Gables, FL 33146

NOTICE OF TRANSFER OF MORTGAGE LOAN

Date of Notice: December 22, 2015

PATRICK JACOBS
12 JASON CT
LAKE KATRINE, NY 12449

Loan Number: 1236072

Property Address: 12 JASON CT
LAKE KATRINE, NY 12449

Dear Customer:

You are receiving this Notice because your mortgage loan identified below had a change of creditor. The servicing entity has not changed.

The change of creditor is a common practice and it is our goal to make it as seamless as possible for you. To confirm the information contained in this Notice or to reach an agent, please refer to the contact information listed below.

Mortgage Loan Information

Mortgage Borrower Name(s):	PATRICK JACOBS
Loan Number:	1236072
Loan Date:	24-Aug-07
Original Loan Amount:	$255,000.00
Address of Mortgaged Property:	12 JASON CT LAKE KATRINE, NY 12449

Please note the following information regarding the transfer of your mortgage loan:

1. The identity (name), address and telephone number of the new creditor:
   U.S. Bank National Association, as trustee, in trust for the benefit of the Holders of JPB4b REMIC Trust 2015-4
   Attn: Corporate Trust Services
   60 Livingston Ave., EP-MN-WS3D
   St. Paul, MN 55107
   1-800-934-6802
2. **Ownership transfer date:** 17-Dec-15
3. **To reach an agent** or party having authority to act on behalf of the new creditor, please contact:

Bayview Loan Servicing, LLC	TOLL FREE NUMBER & HOURS
ATTN: Customer Service	1-855-813-6597
4425 Ponce de Leon Blvd., 5th Floor	Monday – Friday, 8:00am – 9:00pm ET
Coral Gables, FL 33146	

4. **Partial Payments**

Your lender:

☐ may accept payments that are less than the full amount due (partial payments) and apply them to your loan.

☑ may hold them in a separate account until you pay the rest of the payment, and then apply the full payment to your loan.

☐ does not accept any partial payments. If this loan is sold, your new lender may have a different policy.

5. The location of the place where **transfer of ownership of the debt is or may be recorded** is the county recorder's office for Ulster County, NY.

6. **Until further notice, this Notice does not identify or otherwise change the address where you send your mortgage loan payments.**

If there is any change in the address for your mortgage loan payments, you will be notified of such change separately and apart from this Notice.

Bayview Loan Servicing, LLC is here to assist you with your loan servicing needs.

Sincerely,

Roddrey Gregory, Assistant Vice President
Customer Relations Department
Bayview Loan Servicing, LLC

IF THIS MORTGAGE HAS BEEN DISCHARGED OR IF YOU ARE CURRENTLY IN BANKRUPTCY, THIS NOTIFICATION IS FOR INFORMATION PURPOSES ONLY. THIS IS NOT AN ATTEMPT TO COLLECT, RECOVER, OR OFFSET THE MORTGAGE INDEBTEDNESS AGAINST YOU PERSONALLY.

CERTIFICATION OF MAILING

Peter M. Frank, being duly sworn affirms and states:

1. I am over age eighteen and am not a party to this proceeding.

2. My business address is 101 Hurley Avenue, Suite 3, Kingston, New York, 12401.

3. I served the Notice of Motion by Order to Show Cause together with supporting documents in the above captioned matter by mailing a true copy thereof by first class mail with adequate postage affixed thereon to the following individuals or law firms at the addresses listed below on January 14, 2016:

   1. JPMorgan Chase Bank, National Association, Chase Records Center, Attn: Correspondence Mail, 700 Kansas Lane, Mail Code LA4-5555, Monroe, LA 71203;

   2. JPMorgan Chase Bank, National Association, attention President, 700 Kansas Lane, Mail Code LA4-5555, Monroe, LA 71203; and

   3. Robert W. Griswold, Esq., Stiene & Associates, P.C., 187 East Main Street, Huntington, NY 11743.

Dated: Kingston, NY
January 14, 2016

S/ Peter M. Frank

PETER M. FRANK